

## **EXHIBIT 3**

# Terms of Use

Last updated: March 25, 2015

Welcome to LowerMyBills.com®, (referred to as "LMB", "we", "us" or "our"). Before you begin to use the LowerMyBills.com website ("LMB Website"), please take a moment to review this Terms of Use Agreement ("Agreement"). The Agreement describes the terms and conditions applicable to your use of the LMB Website and the products and services provided through or in connection with the LMB Website (collectively, "Service"), which may be updated by LMB from time to time without notice to you. LMB may also offer other services that are governed by a different Terms of Service. You must read and agree with all of the terms and conditions contained in this Agreement and the LMB Website privacy policy then in effect ("Privacy Policy"), which is incorporated by reference, before you use the Service. If you do not agree to be bound by the terms and conditions of this Agreement, you may not use or access the Service.

**1. Mortgage Loan Products and Services; Authorization to Obtain Your Credit Report and Credit Score.** The LMB Website is an online marketplace where you can research and compare prices in a number of different categories, including home purchase loans, home equity loans, home refinance loans, and cash-out refinance or debt consolidation loans backed by a mortgage (collectively "Mortgage Loan Products"). You understand and agree that if you submit a request for a Mortgage Loan Product , LMB will share the personal information that you provided to LMB, including but not limited to your full name, birth date, address, telephone number, and social security number ("Self-Reported Information") with clients in our client network, including banks, correspondent lenders, mortgage bankers and brokers (referred to individually as "Client" and collectively as "Clients") to process and fulfill your request. You understand that by submitting your request for Mortgage Loan Products you are providing "written instructions" in accordance with the Fair Credit Reporting Act, as amended ("FCRA"), for LMB to use your social security number, Year of Birth or other Self Reported Information to obtain and use your credit report and credit score for the purpose of verifying and/or correcting the Self-Reported Information. You authorize LMB as your agent to share with Clients on your behalf the Self-Reported Information, either as reported by you or as corrected by LMB, for the purpose of matching your request with Clients, and only in connection with Mortgage Loan Products. LMB will not obtain your credit report or credit score in connection with any product or service that it offers other than Mortgage Loan Products. You acknowledge that LMB does not make loan or credit decisions in connection with the Service and that LMB is not a party to any agreement that you may make with the Client, and that the Client is solely responsible for its services to you. You further acknowledge that LMB is not acting as your agent or broker and is not recommending any particular loan product or Client to you. Any compensation

LMB may receive is paid by the individual Client for the products and services rendered by LMB to that particular Client. LMB does not charge you a fee to use the LMB Website. You understand that requirements for a particular loan product are made by the individual Clients and that LMB does not endorse, warrant, or guarantee the products or services of any the Client. Nothing contained herein shall constitute an offer or promise for a loan commitment or interest rate lock-in agreement. You agree that LMB shall not be liable for any damages or costs of any type which arise out of or in connection with your use of the Client's service.

By submitting your contact request for a loan product, you are consenting to be contacted by one or more Clients which may include Quicken Loans, USAA, or Loan Depot either by telephone (on a recorded line), automated calling, on a mobile device, via email or mail, based on the information you have provided to us, even if you have opted into the National Do Not Call List administered by the Federal Trade Commission, any state equivalent Do Not Call List, or the Do Not Call List of an internal company. You understand that the Clients may maintain the information you submitted to LMB whether you elect to use their services or not. In the event you no longer want to receive communications from a Client, you agree to notify the Client directly. You also give LMB permission to send you periodic updates of current loan products which may be of interest to you.

**2. ARBITRATION.** YOU UNDERSTAND AND AGREE THAT ALL CLAIMS, DISPUTES OR CONTROVERSIES BETWEEN YOU AND LMB, AND ITS PARENTS, AFFILIATES, SUBSIDIARIES OR RELATED COMPANIES, INCLUDING BUT NOT LIMITED TO TORT AND CONTRACT CLAIMS, CLAIMS BASED UPON ANY FEDERAL, STATE OR LOCAL STATUTE, LAW, ORDER, ORDINANCE OR REGULATION, AND THE ISSUE OF ARBITRABILITY, SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION AT A LOCATION DETERMINED BY THE ARBITRATOR. ANY CONTROVERSY CONCERNING WHETHER A DISPUTE IS ARBITRABLE SHALL BE DETERMINED BY THE ARBITRATOR AND NOT BY THE COURT. JUDGMENT UPON ANY AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED BY ANY STATE OR FEDERAL COURT HAVING JURISDICTION THEREOF. THIS ARBITRATION CONTRACT IS MADE PURSUANT TO A TRANSACTION IN INTERSTATE COMMERCE AND ITS INTERPRETATION, APPLICATION, ENFORCEMENT AND PROCEEDINGS HEREUNDER SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"). NEITHER YOU NOR LMB SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CONSUMERS OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL.

THE PARTIES AGREE THAT THIS AGREEMENT HAS BEEN ENTERED INTO AT LMB'S PLACE OF BUSINESS IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND ANY ARBITRATION, LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE COMMENCED AND TAKE PLACE IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

**3. Other Products and Services.** You understand and agree that if you request a product or service other than a loan such as Internet access, insurance or long distance telephone service offered through the Service LMB will share your information with certain business partners to process and fulfill your request. You further agree that our business partners may contact you by telephone, email or mail based on the information you have provided to us, even if you have opted into the National Do Not Call List administered by the Federal

Trade Commission, any state equivalent Do Not Call List, or the Do Not Call List of an internal company. You understand that LMB business partners may maintain the information you submitted to LMB whether you elect to use their services or not. In the event you no longer want to receive communications from an LMB business partner, you agree to notify the partner directly.

**4. Use of the LMB Website and Service.** You certify to LMB that: (i) you are at least eighteen (18) years of age; (ii) you assume full responsibility for the use of the Service by any minors; (iii) you agree that all information you have submitted to LMB, online or otherwise, is accurate and complete, and that you have not knowingly submitted false information on or through the LMB Website or Service; and, (iv) your use of the Service is subject to all applicable federal, state, and local laws and regulations.

**5. Prohibited conduct.** You must not (i) submit, transmit or facilitate the distribution of information or content that is harmful, abusive, racially or ethnically offensive, vulgar, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights, or in a reasonable person's view, objectionable; (ii) submit, transmit, promote or distribute information or content that is illegal; (iii) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (iv) take any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (v) upload invalid data, viruses, worms, or other software agents through the Service; (vi) use any robot, spider, scraper or other system to access the Service for any purpose without our express written permission; (vii) impersonate another person or otherwise misrepresent your affiliation with a person or entity, conduct fraud, hide or attempt to hide your identity; (viii) submit, upload, post, email, transmit or otherwise make available any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; (ix) interfere with the proper working of the Service; or, (x) bypass the measures we may use to prevent or restrict access to the Service.

**6. Privacy Policy.** Personal information submitted in connection with the Service is subject to our Privacy Policy. For more information, see our full Privacy Policy.

**7. Copyright and Trademark Notice Information.** All content of the LMB Website is protected under copyright: Copyright © 2000 – 2010 LowerMyBills, Inc. 4859 W Slauson Ave #405, Los Angeles, CA 90056 and/or its Clients and third party vendors. All rights reserved. LowerMyBills.com®, Easy Comparisons. More Choices. Bigger Savings., Mortgage Quotes. FAST. EASY. FREE®, Got Bills? ®, LowerYourBills.com® trademarks and service marks and other LMB logos and product service names are trademarks of LMB (“LMB Marks”). Without LMB's prior permission, you agree not to display or use in any manner, the LMB Marks. All other logos or brand names shown on the Service are trademarks of their respective owners and/or licensors.

**8. Proprietary Rights.** You acknowledge and agree that the Service and any necessary software used in connection with the Service (“Software”) contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further agree that all materials and/or content, including, but not limited to, articles, artwork, screen shots, graphics, logos, text, drawings and other files on the LMB Website or as part of the Service are copyrights, trademarks, service marks, patents or other proprietary rights of LMB or their respective intellectual property owners. Except as expressly authorized by LMB, you agree not to modify, copy, reproduce, sell, distribute or

create derivative works based on or contained within the LMB Website, the Service or the Software, in whole or in part. LMB grants you a personal, non-transferable and non-exclusive right and license to use the code of its Software on a single computer; provided that you do not copy, modify, create a derivative work of, reserve engineer, decompile, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including, without limitation, for the purpose of obtaining unauthorized access to the Service by any means other than through the interface that is provided by LMB for use in accessing the Service.

**9. Links.** LMB, through the LMB Website, the Service or otherwise, may provide links to other websites. Because LMB has no control over such websites, you acknowledge and agree that LMB is not responsible for the availability of such external websites, and does not endorse and is not responsible or liable for any content, advertising, products, whether loan, auto, or telecommunications, or other materials on or available from such websites. You further acknowledge and agree that LMB shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, products, goods or services available on or through any such website.

**10. Indemnification.** You agree to indemnify and hold LMB, its subsidiaries, affiliates, agents, shareholders, officers, contractors, vendors and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the LMB Website or Service, the violation of the Agreement by you, or the infringement by you, or any other user of the LMB Website or Service using your computer, of any intellectual property or other right of any person or entity. LMB reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

**11. No Warranty.** LMB PROVIDES THE LMB WEBSITE AND THE SERVICE "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE," AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LMB MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. LMB DISCLAIMS ANY AND ALL WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY AND IMPLIED, INCLUDING WITHOUT LIMITATION: (i) WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, ACCURACY, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS AND NON-INFRINGEMENT; (ii) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE; AND, (iii) WARRANTIES OR CONDITIONS THAT ACCESS TO OR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT.

**12. Limitation of Liability.** IN NO EVENT WILL LMB BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM THIS AGREEMENT OR YOUR USE OF THE LMB WEBSITE OR SERVICE, EVEN IF LMB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1)

BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) STRICT LIABILITY, (4) TORT, (5) NEGLIGENCE, OR (6) ANY OTHER CAUSE OF ACTION, TO THE EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. IF YOU ARE DISSATISFIED WITH THE SERVICE, YOU DO NOT AGREE WITH ANY PART OF THIS AGREEMENT, OR HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST LMB WITH RESPECT THIS AGREEMENT OR THE SERVICE, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

**13. Release.** YOU HEREBY AGREE TO RELEASE, REMISE AND FOREVER DISCHARGE LMB AND ITS AFFILIATES, PARTNERS, SERVICE PROVIDERS, CLIENTS, VENDORS, AND CONTRACTORS AND EACH OF THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, AND ALL OTHER RELATED PERSONS OR ENTITIES FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER ARISE FROM, RELATE TO, OR ARE CONNECTED WITH YOUR USE OF THE SERVICE.

**14. Notices and Consent to Doing Business Electronically.** From time to time, you will receive disclosures, notices, documents and information ("Communications") from LowerMyBills, and our Partner Network, or our respective agents (collectively, "we" or "us"). LMB may provide you with notices, including those regarding changes to the Agreement, either by email, regular mail, or postings on the Service. In order to give you the benefits of our service, our business may need to communicate with you through the Internet, and therefore we need you to consent to our giving you Communications electronically. This section informs you of your rights when receiving Communications from us electronically.

Electronic Communications. You agree that all Communications from us, providers, and lenders, may be provided or made available to you electronically by e-mail or at our website. If you consent, you still have the right to receive a free paper copy of any Communication by contacting us in the manner described below. We may discontinue electronic provision of Disclosures at any time in our sole discretion.

Scope of Consent. Your consent to receive Communications and do business electronically, and our agreement to do so, applies to all of your interactions and transactions through the LowerMyBills.com website.

Hardware and Software Requirements. To access and retain the Communications electronically, you will need to use a computer with internet access that supports 128-bit encryption, which includes Apple Safari version 4 and above, Google Chrome, Internet Explorer 7.0 or above, Firefox 3.0 or above, or similar software, Adobe Acrobat and hardware capable of running this software. You acknowledge that you can access the electronic Communications in the designated formats described herein.

Mobile Technology. If you are accessing our site electronically through a mobile device, such as a tablet, smartphone or similar device, you must be able to print and save the transmitted Communications. You can find apps that support printing and saving for most mobile devices through your mobile device's app store. If your mobile device does not have this functionality, you must access our website through alternate means that provide you with the ability to print and save the Communications.

**Withdrawing Consent.** You may withdraw your consent to receive Communications electronically by contacting us at [customercare@lowermybills.com](mailto:customercare@lowermybills.com) or sending us notice to LMB in writing and mailed to: LowerMyBills.com Attn: Law Department 4859 W Slauson Ave #405 Los Angeles, CA 90056.

**Changes in Your Contact Information.** Please keep us informed of any changes in your email or mailing address so that you continue to receive all Communications without interruption. You can contact us by email at [customercare@lowermybills.com](mailto:customercare@lowermybills.com).

**15. Termination.** You agree that LMB may, under certain circumstances and without prior notice, immediately terminate your access to the LMB Website or Service. Cause for such termination shall include, but not be limited to: (i) breaches or violations of the Agreement or other incorporated agreements or the Privacy Policy; (ii) requests by law enforcement or other government agencies; (iii) discontinuance or material modification to the Service (or any part thereof); and (iv) unexpected technical or security issues or problems. You agree that all terminations for cause shall be made in LMB's sole discretion and that LMB shall not be liable to you or any third party for any termination or access to the LMB Website or Service.

**16. Dealings with Third Parties.** Your correspondence or business dealings with any third parties as a result of your visit and participation in the Service, including, but not limited to, business dealings with mortgage brokers or lenders, insurance agents or carriers, or any other terms, conditions, warranties, representations associated with such dealings, are solely between you and such third party. You agree that LMB shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third party on the Service.

**17. Modification to Service.** LMB reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that LMB shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

**18. Waiver and Severability of Terms.** The failure of LMB to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect.

**19. Disclosure of Your Information.** You acknowledge, consent and agree that LMB may access, preserve, and disclose the information we collect about you if required to do so by law or in good faith belief that such access preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the Agreement; (iii) respond to claims that any information or content violated the rights of the third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property, or personal safety of LMB, its users and the public.

**20. Entire Agreement.** The Agreement constitutes the entire agreement between you and LMB and governs your use of the LMB Website or Service, superseding any prior agreements between you and LMB. You also may be subject to additional terms and conditions that may apply when you use or purchase certain when you use certain other LMB services, affiliate services, third party content or third party software.

**21. Survival.** The following paragraphs shall survive termination or your refusal to continue to use the Service: 6, 7, 8, 10, 11, 12, 13, 14, 17 and 18.

**22. Statute of Limitations.** YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF RELATED TO USE OF THE SERVICE OR THE AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

**PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.**



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